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16 Relations of Santa Clara, Inc.,

17 IN THE UNITED STATES DISTRICT COURT
18 THE NORTHERN DISTRICT OF CALIFORNIA
19 SAN FRANCISCO DIVISION

20 MICHAEL SAVAGE,) Case No. CV07-06076 SI
21)
22 Plaintiff,)
23 v.) **ANSWER OF DEFENDANT COUNCIL ON**
24) **AMERICAN-ISLAMIC RELATIONS OF**
25) **SANTA CLARA TO FIRST AMENDED**
26) **COMPLAINT FOR DAMAGES**
27)
28)
29 COUNCIL ON AMERICAN-ISLAMIC RELATIONS, INC.,) Honorable Susan Illston
30)
31 COUNCIL ON AMERICAN ISLAMIC RELATIONS ACTION)
32)
33 NETWORK, INC., COUNCIL ON)
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35 AMERICAN ISLAMIC RELATIONS)
36)
37 OF SANTA CLARA, INC., and)
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39 DOES 3-100,)
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26 Defendant Council on American-Islamic Relations of Santa Clara referred to herein as
27 "CAIR-San Francisco Bay Area" (CAIR-SFBA), by and through its attorneys, answer Plaintiff's
28

1 First Amended Complaint for Damages (“Complaint”) and assert affirmative or other defenses as
 2 follows¹:

3 **FIRST CAUSE OF ACTION**
 4 **Copyright Infringement**

5 1. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
 6 truth of the allegations contained in paragraph 1 of the Complaint, and on that basis denies such
 7 allegations.

8 2. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
 9 truth of the allegations contained in paragraph 2 of the Complaint, and on that basis deny such
 10 allegations.

11 3. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
 12 truth of the allegations contained in paragraph 3 of the Complaint, and on that basis denies such
 13 allegations.

14 4. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
 15 truth of the allegations contained in paragraph 4 of the Complaint, and on that basis denies such
 16 allegations.

17 5. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
 18 truth of the allegations contained in paragraph 5 of the Complaint, and on that basis denies such
 19 allegations.

20 6. CAIR-SFBA denies the allegations contained in paragraph 6 of the Complaint.

21 CAIR’s organizational structure is no different than many other non-profit organizations. CAIR
 22 was first incorporated in Washington, D.C. in 1994. That chapter is commonly referred to as the
 23 “national chapter” and “CAIR-National.” All other 34 chapters are separate legal entities.

24 Generally, a CAIR chapter will incorporate in a state and the first office of CAIR in the state will
 25 become the head office for each state. For example, CAIR-California was first incorporated in the
 26 State of California in Santa Clara, CA. Later other chapters/offices were started around the state

27 _____
 28 ¹ In answering Plaintiff’s First Amended Complaint, CAIR recites, verbatim, the paragraph
 headings used by Plaintiff and in so doing in no way admits the allegations asserted within those
 headings and in fact, denies them.

1 of California such as in Anaheim, San Diego and Sacramento. Each of the subsequent chapters in
2 California are managed by the legal entity incorporated in Santa Clara. The chapter incorporated
3 in Santa Clara is commonly referred to as CAIR-San Francisco Bay Area and is the CAIR-
4 California head office for the purposes of filing taxes and other administrative purposes.

5 7. CAIR-SFBA admits that CAIR-Texas is a separate entity incorporated in the state
6 of Texas and that the Plaintiff served CAIR-Texas's registered agent with the original Complaint.
7 CAIR denies the remaining allegations contained in paragraph 7 of the Complaint. All of CAIR's
8 chapters are clearly identified on CAIR's website.

9 8. CAIR-SFBA denies that CAIR-Texas is headquartered in Garland, Texas. CAIR-
10 SFBA lacks knowledge or information sufficient to form a belief as to facts involving the Holy
11 Land Foundation and its founders and on that basis denies such allegations. CAIR-SFBA admits
12 that Ghassan Eliashi was a founder of CAIR-Texas.

13 9. CAIR-SFBA denies that they are "self-proclaimed leaders" of CAIR, deny that
14 CAIR-National is incorporated in Washington, D.C. under the name Council on American-Islamic
15 Relations Action Network, and admit that this non-profit organization ("CAIR-National") filed a
16 990 in 2005 under the name: Council on American-Islamic Relations. CAIR-SFBA denies any
17 remaining allegations in paragraph 9.

18 10. CAIR-SFBA admits that there is an audio segment of the Plaintiff's radio program
19 on CAIR-National's website: www.cair.com, which is owned and operated by CAIR-National.
20 CAIR-SFBA denies that this use is "copyright infringing." CAIR-SFBA admits that the activities
21 of all chapters are featured on the website. CAIR-SFBA denies that the name of CAIR is the
22 "Council on American Islamic Relations Action Network" and admits that the website does not
23 refer to any "corporate name", but that it refers to the "Council on American-Islamic Relations"
24 which is the name of the of the civil rights organization at question herein. CAIR-SFBA lacks
25 knowledge or information sufficient to form a belief as to the truth of the remaining allegations
26 contained in paragraph 10 of the Complaint, and on that basis denies such allegations.

27 11. CAIR-SFBA denies the allegations in paragraph 11 of the Complaint.

28 12. CAIR-SFBA denies the allegations in paragraph 12 of the Complaint.

1 13. CAIR-SFBA denies the allegations in paragraph 13 of the Complaint.

2 14. CAIR-SFBA denies the allegations in paragraph 14 of the Complaint.

3 15. CAIR-SFBA denies the allegations in the first sentence of paragraph 15 of the
4 Complaint and denies that their name is the “Council on American Islamic Relations Action
5 Network.” CAIR-SFBA admits that an amicus brief was filed on behalf of CAIR-National in the
6 case named in Paragraph 15 of the Complaint but denies that the Council on American Islamic
7 Relations Action Network is their “actual” name. “Council on American-Islamic Relations, Inc.”
8 is the legal name of CAIR-National.

9 16. CAIR-SFBA admits the allegations contained in paragraph 16 of the Complaint.

10 17. CAIR-SFBA admits that the amicus brief was filed on behalf of CAIR-National,
11 but that the name of CAIR is “Council on American-Islamic Relations.”

12 18. CAIR-SFBA admits that there is a CAIR chapter incorporated in Texas but lack
13 knowledge as to when it was incorporated and on that basis deny such allegations. CAIR-SFBA
14 denies that the CAIR-Texas chapter has been named a party to this lawsuit. CAIR-SFBA admits
15 that CAIR-Texas was nonetheless served with both the original Complaint and the First Amended
16 Complaint. CAIR-SFBA denies that CAIR-National was incorporated in 1994 in Washington,
17 D.C. under the name Council on American Islamic Relations Action Network. CAIR-SFBA
18 denies that any confusion or deception has been “perpetrated on the United States District Court in
19 Texas” and denies the remaining allegations contained in paragraph 18.

20 19. CAIR-SFBA denies that any “deception” or “confusion” was created or “not
21 corrected” by CAIR-National and denies the allegations contained in paragraph 19 of the
22 Complaint.

23 20. CAIR-SFBA denies the allegations in paragraph 20 of the Complaint.

24 JURISDICTION

25 21. CAIR-SFBA admits that the Complaint purports to allege claims under the
26 Copyright Act and the RICO statute, but denies that it has violated the Copyright Act or infringed
27 upon any copyright that Plaintiff may have or violated the RICO statute. CAIR-SFBA denies that
28 they are “most directly associated with the operation of” or the owner of www.cair.com. CAIR-

1 SFBA admits that San Francisco and Santa Clara, California are within the jurisdiction of the
2 United States District Court, Northern District of California. CAIR-SFBA denies that they have a
3 CEO. It is unclear which founder Plaintiff is referring to in the allegations that the “founder of the
4 Washington DC based CAIR served on the Board of Directors of the Santa Clara based CAIR”
5 and on that basis CAIR-SFBA denies the allegations. CAIR-SFBA denies the allegations
6 contained in the last sentence of paragraph 21 of the Complaint.

7 22. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
8 truth of the allegations contained in paragraph 22 of the Complaint, and on that basis denies such
9 allegations.

10 COPYRIGHT INFRINGEMENT

11 23. CAIR-SFBA admits that the Complaint purports to allege claims under the
12 Copyright Act and Racketeering Act, but denies that it violated the Copyright Act, infringed any
13 copyright that Plaintiff may have, or violated the Racketeering Act. CAIR-SFBA lacks
14 knowledge or information sufficient to form a belief as to the truth of the remaining allegations
15 contained in paragraph 23 of the Complaint, and on that basis denies any such allegations.

16 24. CAIR-SFBA admits that audio segments from the October 29, 2007 episode of
17 “The Michael Savage Show” radio program are available on CAIR-National’s website
18 www.cair.com and that the audio excerpts are collectively four minutes and thirteen seconds.
19 CAIR-SFBA otherwise denies the allegations in paragraph 24 of the Complaint.

20 25. CAIR-SFBA denies the allegations in paragraph 25 of the Complaint. The Council
21 on American-Islamic Relations, a 501(c)(3) grassroots civil rights and advocacy group founded in
22 1994, is America's largest Islamic civil liberties group. Since 1994, CAIR has worked to promote
23 a positive image of Islam and Muslims in America. Through media relations, government
24 relations, education and advocacy, CAIR puts forth an Islamic perspective to ensure the Muslim
25 voice is represented. In offering this perspective, CAIR seeks to empower the American Muslim
26 community and encourage their participation in political and social activism. CAIR processed
27 nearly 2,500 civil rights discrimination claims in 2006 and more than 9,500 in the past decade.
28 Hundreds of these claims were handled to resolution. CAIR publishes the only annual civil rights

1 report on the status of civil rights of Muslims in America. CAIR's vision is to be a leading
2 advocate for justice and mutual understanding. CAIR's mission is to enhance understanding of
3 Islam, encourage dialogue, protect civil liberties, empower American Muslims, and build
4 coalitions that promote justice and mutual understanding.

5 26. CAIR-SFBA denies the allegations in paragraph 26 of the Complaint.

6 COPYRIGHT INFRINGEMENT AS A TOOL TO ATTACK FREE SPEECH, PROMOTE A
7 TERRORIST AGENDA AND FOR OTHER "NON FAIR USE" PURPOSES

8 27. CAIR-SFBA denies the allegations in paragraph 27 of the Complaint.

9 28. CAIR-SFBA denies the allegations in paragraph 28 of the Complaint.

10 29. CAIR-SFBA denies the allegations in paragraph 29 of the Complaint.

11 30. CAIR-SFBA denies the allegations in paragraph 30 of the Complaint.

12 31. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
13 truth of the allegations contained in paragraph 31 of the Complaint regarding the effect of the use
14 of the work on the public image of the October 29, 2007, episode of The Michael Savage Show
15 and on that basis denies such allegations. CAIR-SFBA also lacks knowledge or information
16 sufficient to form a belief as to the truth of the allegation regarding Plaintiff's "intent" or the
17 allegation that Plaintiff is "well known as a person of faith" and on that basis denies such
18 allegations. CAIR-SFBA admits that the audio segments that appear on the www.cair.com web
19 site do not include the entire broadcast of the October 29, 2007 episode. CAIR-SFBA otherwise
20 denies the allegations in paragraph 31 of the Complaint.

21 32. CAIR-SFBA denies the allegations in paragraph 32 of the Complaint.

22 33. CAIR-SFBA denies the allegations in paragraph 33 of the Complaint.

23 34. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
24 truth of the allegations contained in paragraph 34 of the Complaint including the purported quotes
25 from the 3/27/07 and 11/29/06 broadcasts, and on that basis denies such allegations.

26 35. CAIR-SFBA denies the allegations in paragraph 35 of the Complaint.

27 36. CAIR-SFBA admits that it contacted various advertisers and sought to convince
28 them not to advertise on The Michael Savage Show. CAIR-SFBA denies the remaining

1 allegations in paragraph 36 of the Complaint.

2 37. CAIR-SFBA denies the allegations in paragraph 37 of the Complaint.

3 38. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
4 truth of the allegations contained in paragraph 38 of the Complaint, and on that basis denies such
5 allegations.

6 39. CAIR-SFBA denies the allegations contained in paragraph 39 of the Complaint.

7 40. CAIR-SFBA denies that Plaintiff need not subject himself to criticism,
8 commentary, or other fair use of his copyrighted material. CAIR-SFBA further denies that it or
9 CAIR-National violated any copyright or that it violated “the freedoms of Michael Savage to
10 express his views.” CAIR-SFBA denies the remaining allegations in Paragraph 40 of the
11 Complaint.

12 41. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
13 truth of the allegations contained in paragraph 33 of the Complaint, and on that basis denies such
14 allegations.

15 42. CAIR-SFBA admits that “Michael Savage’s right to speech – and CAIR’s – is
16 protected by the First Amendment” and that “it is [the] essence of freedom that voices can be
17 raised strongly and without fear of illegal retaliation.” CAIR-SFBA otherwise denies the
18 remaining allegations in paragraph 42 of the Complaint.

19 43. CAIR-SFBA denies the allegations in paragraph 43 of the Complaint.

20 CAIR TARGETS THE 1ST AMENDMENT

21 44. CAIR-SFBA admits that Arsalan Iftikhar was the former Legal Director for CAIR-
22 National and that he may have appeared on MSNBC’s Scarborough Country. CAIR-SFBA
23 otherwise lacks knowledge or information sufficient to form a belief as to the truth of the
24 remaining allegations and on that basis, denies the remaining allegations in paragraph 44 of the
25 Complaint.

26 45. CAIR-SFBA denies the allegations in paragraph 45 of the Complaint.

27 46. CAIR-SFBA denies the allegations in paragraph 46 of the Complaint.

28

ABUSIVE LAWSUITS AND ECONOMIC BLACKMAIL BY CAIR

1
2 47. CAIR-SFBA denies the allegations contained in the first three sentences of
3 paragraph 47 of the Complaint. CAIR-National helped six of its constituents retain an attorney to
4 represent them after they were gravely harmed after being forcibly removed from an airliner as a
5 result of bad faith complaints made by airline passengers. The lawsuit was initiated to make the
6 Plaintiffs whole as a result of the harm they suffered after their civil rights were violated. CAIR-
7 SFBA lacks knowledge or information sufficient to form a belief as to the truth of the remaining
8 allegation and on that basis, denies such allegations.

9 48. CAIR-SFBA denies the allegations in the first and last sentences of paragraph 48 of
10 the Complaint. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
11 truth of the remaining allegations contained in paragraph 48 of the Complaint, and on that basis
12 denies such allegations. CAIR-National asked its constituents to call into Dr. Laura Schlesinger's
13 show and protest her bigoted remarks that included calling Muslims "murderers" and equating all
14 Muslims to terrorists.

15 49. CAIR-SFBA denies the allegations in paragraph 49 of the Complaint that they
16 pressured or even asked ABC radio to terminate radio talk show host Michael Graham. In August
17 2005, CAIR-National asked the Washington DC station that aired Michael Graham's show to
18 "reprimand" him for stating that "Islam is a terrorist organization." CAIR-National also urged
19 American Muslims and people of other faiths to contact the station's advertisers to express their
20 concerns about the host's hate-filled views.

21 50. CAIR-SFBA denies the allegations in paragraph 50 of the Complaint. CAIR-
22 National did inform Young America's Foundation that they would exercise their legal rights if
23 defamatory statements were made against CAIR.

24 51. CAIR-SFBA admits that CAIR-National initiated legal proceedings against
25 Andrew Whitehead for libelous articles on Whitehead's website, but denies that the name of the
26 website is anti-CAIR.org.net. CAIR-SFBA denies that CAIR-National "dropped" the lawsuit.
27 The case was settled after Whitehead paid CAIR-National an amount that the parties agreed would
28

1 not be disclosed. Upon information and belief Whitehead's website continues to carry the same
2 defamatory information.

3 52. CAIR-SFBA admits the allegations contained in paragraph 52 of the Complaint.
4 The case was dismissed on a technicality when the court decided that the Defendant was immune
5 from a defamation suit as a member of the House of Representatives.

6 53. CAIR-SFBA denies the allegations that they targeted American students, as is
7 contained in paragraph 53 of the Complaint. They admit that Ms. Townsley made the false
8 statements against them in and October 19, 2004 article in the Cornell Daily Sun. CAIR-National
9 called on Ms. Townsley to act as a responsible journalist by researching statements before she
10 published them and not to merely repeat statements that she reads on the internet. CAIR-National
11 called on her to prove all of the defamatory statements that she made about CAIR. She was not
12 able to do so. CAIR-SFBA admits that CAIR-National's letters also included the allegations
13 attributed to them in paragraph 53 of the Complaint but deny that the letter was accusatory.

14 54. CAIR-SFBA denies the allegations contained in paragraph 54 of the complaint.
15 CAIR-National stands by its principles of "education not litigation." In its 14-year history, CAIR-
16 National has filed two lawsuits on its own behalf to defend their organization's character against
17 defamation. Of all the thousands of complaints that come to CAIR, CAIR has only filed several
18 lawsuits on behalf of constituents that have been harmed.

19 55. CAIR-SFBA denies the allegations in paragraph 55 of the Complaint.

20 56. CAIR-SFBA denies the allegations in paragraph 56 of the Complaint. CAIR is a
21 civil rights organization as is set out in paragraph 25 of the Answer, above.

22 57. CAIR-SFBA denies the allegations in paragraph 57 of the Complaint. CAIR's
23 fundamental purpose is to be a civil rights and educational organization.

24 CAIR AND ITS TERROR CONNECTIONS

25 58. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
26 truth of the statements contained in paragraph 58 of the Complaint, and on that basis denies such
27 allegations.

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1 59. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
2 truth of the allegations contained in paragraph 59 of the Complaint, and on that basis denies such
3 allegations. They deny the last sentence in paragraph 59 of the Complaint. All of CAIR's
4 activities are not only open and highly public, they are largely advertised by CAIR through CAIR-
5 National's website or press releases. CAIR-SFBA denies the allegations contained in the last
6 paragraph of 59 of the Complaint.

7 60. CAIR-SFBA denies the allegations contained in paragraph 60 of the Complaint.
8 The use of the radio clip was for the purpose of public commentary and discussion.

9 61. CAIR-SFBA denies the allegations in paragraph 61 of the Complaint.

10 62. CAIR-SFBA denies the allegations contained in paragraph 62 of the Complaint.
11 CAIR-SFBA understands that CAIR-National receives donations from benefactors from abroad
12 and that donations are reported to the Internal Revenue Service according to the law. CAIR-SFBA
13 files income taxes separate from CAIR-National, and thus lacks knowledge or information
14 sufficient to form a belief as to the truth of the allegations regarding the named donor contained in
15 paragraph 62 of the Complaint, and on that basis denies such allegations.

16 63. CAIR-SFBA denies the allegations in paragraph 63 of the Complaint.

17 64. CAIR-SFBA denies that Omar Ahmad was the president of the Islamic Association
18 for Palestine. They lack knowledge or information sufficient to form a belief as to the truth of the
19 remaining allegations contained in paragraph 64 of the Complaint, and on that basis denies such
20 allegations.

21 65. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
22 truth of the allegations contained in the first sentence of paragraph 65 and on that basis denies
23 such allegations. CAIR-SFBA is not privy to the information contained in CAIR-National's
24 federal tax filings. They admit the remaining allegations in paragraph 65, except to deny that
25 CAIR-National and CAIR-California have any relationship beyond that of a chapter and an
26 affiliate.

27 66. CAIR-SFBA denies that IAP is a "parent group" to CAIR-National as is stated in
28 the first allegations contained in paragraph 66. IAP is not associated with CAIR and the two

1 entities are not and have never been related. Thus, CAIR-SFBA lacks knowledge or information
2 sufficient to form a belief as to the truth of any allegations regarding IAP, Musa Abu Marzook,
3 Hamas, and the Holy Land Foundation, and on that basis deny such allegations.

4 67. CAIR-SFBA admits that Hamas is designated as a terrorist organization by both the
5 U.S. Department of State and the U.S. Treasury Department. CAIR-SFBA lacks knowledge or
6 information sufficient to form a belief as to the truth of the remaining allegations contained in
7 paragraph 67 of the Complaint, and on that basis denies such allegations.

8 68. CAIR-SFBA denies the allegations in paragraph 68 of the Complaint. Mr. Ahmad
9 has always denied the statements quoted. Steven Emerson is a long-time, discredited detractor of
10 Muslims and CAIR. He has never offered proof of the statements that are attributed here to Mr.
11 Ahmad.

12 69. CAIR-SFBA denies that Omar Ahmad made the statement contained in paragraph
13 69 of the Complaint and admits that Ahmad denies making the statement referenced. CAIR-
14 National issued a press release shortly after the statements were quoted by Lisa Gardiner. CAIR-
15 National's press release denied that Mr. Ahmad made the statements and demanded a retraction by
16 Ms. Gardiner.

17 70. CAIR-SFBA denies the allegations contained in the first sentence paragraph 70 of
18 the Complaint. They lack knowledge or information sufficient to form a belief as to the truth of
19 the allegations contained in the second paragraph of paragraph 70 of the Complaint and on that
20 basis denies such allegations. CAIR-SFBA was incorporated after CAIR National. They further
21 deny that CAIR is a "self-described charity." They lack knowledge or information sufficient to
22 form a belief as to the truth of the allegations contained in paragraph 70 regarding how and by
23 whom HLF was founded, and on that basis deny such allegations.

24 71. CAIR-SFBA denies the allegations in paragraph 71 of the Complaint. In 1994,
25 prior to Hamas being declared a terrorist organization by the United States government, Nihad
26 Awad said, "I'm in support of the Hamas movement more than the PLO." This statement was
27 made in response to a direct question from an audience member about social programs in the
28 occupied territories. Moreover, this was lifted, without context, from a longer answer in which

1 Awad also asserted: "There are some radicals. We are not interested in those people." Awad never
2 wrote or spoke the comment contained in paragraph 71 of the Complaint regarding the World
3 Trade Center Bombing.

4 72. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
5 truth of the allegations as to where Hamas is listed as a terrorist organization outside of the United
6 States of America or where it is banned as contained in paragraph 72 of the Complaint, and on that
7 basis denies such allegations.

8 CALIFORNIA CAIR'S EXTREMIST TIES

9 73. CAIR-SFBA denies the website carrying the material in question belongs to them.
10 They deny filing any forms "900" (sic) under any name. They lack knowledge or information
11 sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 73 of
12 the Complaint, and on that basis denies such allegations. All CAIR offices in California are under
13 the governance of the CAIR-California Board of Directors. They do not cross-fund each other:
14 they are essentially the same organization.

15 74. CAIR-SFBA denies the allegations contained in the first sentence of paragraph 74
16 of the Complaint. At times, CAIR constituents donate money to CAIR that the donor earmarks for
17 a certain relief project, i.e. the Pakistan earthquake or Hurricane Katrina. CAIR then transfers
18 these funds to humanitarian relief organizations such as Islamic Relief. They lack knowledge or
19 information sufficient to form a belief as to the truth of the allegations contained in the second
20 sentence of paragraph 74 of the Complaint that Islamic Relief was named an unindicted co-
21 conspirator, and on that basis deny such allegations. They deny that they made a "donation" to
22 CAIR-National. CAIR-SFBA admits that they use the designation "N. Cal" to distinguish them
23 from CAIR-LA "So. Cal." CAIR-SFBA admits that they donated to the Holy Land Foundation,
24 prior to them being indicted. They admit that Omar Ahmad was on the board of directors for
25 CAIR-California in 2000, but deny that he is or was affiliated with Hamas. They deny the
26 remaining allegations contained in paragraph 74 of the Complaint.

27 75. CAIR-SFBA denies the allegations contained in the paragraph 75 of the Complaint
28 that CAIR-LA publishes a magazine called "In-Focus." The magazine is not published by CAIR-

1 Los Angeles, but by a separate entity of the corporation CAIR-California. CAIR-SFBA denies
2 that the managing editor and staff writer is “Asthma” Ahmad.

3 76. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
4 truth of the allegations contained in paragraph 76 of the Complaint, and on that basis denies such
5 allegations.

6 77. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
7 truth of the allegations contained in paragraph 77 of the Complaint, and on that basis denies such
8 allegations.

9 78. CAIR-SFBA lack knowledge or information sufficient to form a belief as to the
10 truth of the allegations contained in paragraph 78 of the Complaint, and on that basis denies such
11 allegations.

12 79. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
13 truth of the allegations contained in paragraph 79 of the Complaint, and on that basis denies such
14 allegations.

15 80. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
16 truth of the allegations contained in paragraph 80 of the Complaint, and on that basis denies such
17 allegations.

18 81. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
19 truth of the allegations contained in paragraph 81 of the Complaint, and on that basis denies such
20 allegations.

21 82. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
22 truth of the allegations that Asma Ahmad advertised a fund raising banquet on their behalf, as is
23 contained in paragraph 82 of the Complaint, and on that basis deny such allegations. They admit
24 that they hosted Siraj Wahhaj and other guests such as state legislative representatives at their
25 2002 event titled “A United and Secure America: With Liberty and Justice for all.” They lack
26 knowledge or information sufficient to form a belief as to the truth of the allegations that Siraj
27 Wahhaj is a “suspected co-conspirator of the 1993 World Trade Center bombing”, as is contained
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1 in paragraph 82 of the Complaint, and on that basis deny such allegations. Siraj Wahhaj has never
2 been charged with a single crime related to the 1993 World Trade Center bombing.

3 83. CAIR-SFBA denies that any CAIR chapter is involved with terror ideology and
4 terror organizations. They deny that they made a “donation” to CAIR-Texas in 2004. CAIR-
5 SFBA denies that they made a donation to Café Intifada in 2004. In 2004, CAIR-LA made a
6 donation to Café Intifada, a Jewish organization that encourages artistic self-expression. In 2004,
7 CAIR- LA also made donations to the Martin Luther King Celebration and the Council on Asian-
8 Pacific Islanders. CAIR-SFBA denies that they invested in North American Islamic Trust.
9 Payments made on CAIR-California’s 2004 tax filings were for the purposes of repaying a loan to
10 this bank-- prior to the Holy Land Foundation litigation. They lack knowledge or information
11 sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 83 of
12 the Complaint, and on that basis denies such allegations.

13 84. CAIR-SFBA denies the allegations contained in the first sentence of paragraph 84
14 of the Complaint. CAIR-SFBA admits the remaining allegations contained in paragraph 84 of the
15 Complaint.

16 CAIR LEADERSHIP’S RELATIONS WITH TERRORIST AND THEIR SUPPORT
17 NETWORK

18 85. CAIR-SFBA denies that Imam Siraj Wahhaj is one of their founding members.
19 Thus, this allegation has no relevance to CAIR generally or any CAIR chapter specifically.
20 CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the
21 allegations contained in paragraph 85 of the Complaint, and on that basis denies such allegations.

22 86. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
23 truth of the allegations contained in paragraph 86 of the Complaint, and on that basis denies such
24 allegations.

25 87. CAIR-SFBA denies that they “claim” to be a civil rights organization but admit
26 that CAIR-LA objected to an offensive billboard in the Los Angeles that reinforced negative
27 stereotypes of Muslims. CAIR-LA opined that by placing a stereotypical picture of a Muslim with
28 a beard and a turban that was not identified as Osama bin Laden to the public, the billboard

1 implied that all men who look like him are like him, sworn enemies. CAIR-LA called on Los
2 Angeles-based KCOP Television, Inc., Channel 13, to remove the billboards.

3 88. CAIR-SFBA denies the allegations in paragraph 88 of the Complaint. No CAIR
4 chapter ever denied bin Laden's responsibility of the embassy bombings. They deny that Mr.
5 Hooper made the statements quoted. When he stated that there was a "misunderstandings of both
6 sides" he was speaking about a matter completely unrelated to the Al Qaeda embassy bombings or
7 Osama bin Laden, but instead was speaking about the relationship between the West and the
8 Muslim world.

9 89. CAIR-SFBA denies the allegations in paragraph 89 of the Complaint. See
10 paragraph 69 of the Answer, above.

11 90. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
12 truth of the allegations contained in paragraph 90 of the Complaint, and on that basis denies such
13 allegations.

14 91. CAIR-SFBA denies the allegations in paragraph 91 of the Complaint. CAIR-SFBA
15 denies that CAIR exploited 9/11. CAIR-National had a picture of the World Trade Center on its
16 website and asked readers to donate to help the survivors of the disaster. They offered a link to
17 websites for Muslim and non-Muslim organizations collecting donations for 9/11 survivors,
18 including the Holy Land Foundation's website. CAIR-SFBA denies that this was exploiting 9/11
19 as virtually all Americans joined in the spirit of patriotism and public service after the tragedy.

20 92. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
21 truth of the allegations contained in paragraph 92 of the Complaint, and on that basis denies such
22 allegations.

23 93. CAIR-SFBA denies the allegations in paragraph 93 of the Complaint.

24 94. CAIR-SFBA admits the allegations in paragraph 94 of the Complaint, as the
25 unilateral and unconstitutional deprivation of property without due process was performed by the
26 United States government without providing the Holy Land Foundation any opportunity to
27 examine the evidence used to reach this determination or to challenge the determination before
28 any court of law.

1 95. CAIR-SFBA admits that their director spoke at a rally on that date, in that location,
2 from a podium adjacent to many different flags. He was unaware of the presence of the Hezbollah
3 flag.

4 96. CAIR-SFBA admits Hussam Ayloush termed the case of Wagdy Ghoneim “the
5 selective application of laws on Muslims” and that CAIR never publicly criticized any statements
6 may by Ghoneim because to CAIR’s knowledge, information and belief, Wagdy Ghoneim did not
7 make any radical, violent, or hateful statements. CAIR’s concern with the case was limited to the
8 civil rights and immigration implications, not the political.

9 97. CAIR-SFBA denies that they have a spokesperson named “Gary” Douglas Hooper
10 and thus deny statements made by this unknown person. To CAIR-SFBA’s knowledge, Mr.
11 Qaradawi has not incited anyone to violence.

12 98. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
13 truth of the allegations contained in paragraph 98 of the Complaint, and on that basis denies such
14 allegations.

15 99. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
16 truth of the allegations contained in paragraph 99 of the Complaint, and on that basis denies such
17 allegations.

18 PHILADELPHIA MEETING OF HAMAS

19 100. CAIR--SFBA lacks knowledge or information sufficient to form a belief as to the
20 truth of the allegations contained in paragraph 100 of the Complaint, and on that basis denies such
21 allegations. CAIR had not been founded at the time of the alleged events. Any actions taken by
22 Ghassan Elashi were outside the scope and chronology of his association with one of CAIR’s
23 chapters.

24 101. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
25 truth of the allegations contained in paragraph 101 of the Complaint, and on that basis denies such
26 allegations.

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1 INTERNATIONAL FUNDING

2 102. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
3 truth of the allegations contained in paragraph 102 of the Complaint, and on that basis denies such
4 allegations.

5 MORE TIES TO TERRORISM

6 103. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
7 truth of the allegations contained in paragraph 103 of the Complaint, and on that basis denies such
8 allegations. To their knowledge, Siraj Wahhaj has never been charged with a crime arising from
9 the World Trade Center bombing.

10 104. CAIR-SFBA denies the allegations contained in paragraph 104 of the complaint.

11 105. CAIR-SFBA denies the allegations contained in paragraph 105 of the complaint.

12 106. CAIR-SFBA admits that Omar Ahmad is chairman emeritus of CAIR-National and
13 admits that the government levied the remaining unfounded allegations contained in paragraph
14 106 of the Complaint against them. CAIR-National has filed an amicus brief in the named case to
15 challenge the designation.

16 107. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
17 truth of the allegations contained in paragraph 107 of the Complaint, and on that basis denies such
18 allegations.

19 108. CAIR-SFBA denies the allegations contained paragraph 108 of the Complaint. No
20 CAIR chapter has ever attacked Rudy Giuliani. In 2007, CAIR-National called on its constituents
21 to contact the Giuliani campaign and express their concern after Giuliani openly expressed
22 disappointment that Democratic presidential candidates were not linking the word "Islamic" when
23 they referred to "terrorists" during presidential debates.

24 109. CAIR-SFBA denies the allegations contained in paragraph 109 of the Complaint.
25 CAIR-National called on Rudy Giuliani to drop Daniel Pipes as a campaign advisor because Pipes
26 has a long history of hostility to the American Muslim community and to the protection of civil
27 liberties. In 2004, Pipes said he supported the widely-repudiated internment of Japanese-
28 Americans in World War II. He supports racial and religious profiling of Muslims and Arabs.

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110. CAIR-SFBA denies the allegations in paragraph 110 of the Complaint.

JURY TRIAL DEMANDED

111. CAIR-SFBA also seeks a jury trial in this matter as to each and every cause of action.

DAMAGES AS TO THE FIRST & SECOND CAUSES OF ACTION

112. CAIR-SFBA denies that the Plaintiff has or can prove any actual, general or specials damages even if he were able to prove each cause of action. They deny that the Plaintiff is entitled for damages for the First Cause of Action for Copyright Infringement. They deny that the Plaintiff is entitled to damages as to the Second Cause of Action. They deny that the Plaintiff is entitled to costs or attorney’s fees.

113. CAIR-SFBA denies that the Plaintiff is entitled to receive statutory damages under 17 U.S.C. §504.

114. CAIR-SFBA denies the allegations in paragraph 114 of the Complaint.

115. CAIR-SFBA denies that the Plaintiff is entitled to injunctive relief or other remedies permitted by law.

SECOND CAUSE OF ACTION
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS (RICO) ACT

116. Paragraph 116 requires no response from CAIR-SFBA.

JURISDICTION AND VENUE

117. CAIR-SFBA admits that the Complaint purports to allege violations arising from federal law but deny that they violated any statute. They admit that the United States District Court-Northern District of California has subject matter jurisdiction and personal jurisdiction over them and this cause of action.

RICO CONSPIRACY DESCRIBED

118. CAIR-SFBA denies the allegations contained in the first two sentences of paragraph 118 of the Complaint and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 118 of the Complaint, and on that basis denies such allegations.

1 119. CAIR-SFBA denies the allegations in paragraph 119 of the Complaint.

2 120. CAIR-SFBA denies the allegations in paragraph 120 of the Complaint.

3 121. CAIR-SFBA denies the allegations in paragraph 121 of the Complaint.

4 122. CAIR-SFBA denies the allegations in paragraph 122 of the Complaint.

5 123. CAIR-SFBA admits to being named as a Defendant, along with over one hundred
6 and fifty other Defendants in the case of O'Neill, et al. v. Al Baraka, et al. for alleged RICO
7 violations, but deny that the case is in any way related to the case at bar. That case involves
8 utterly false and fanciful allegations that CAIR was involved in the terrorist attacks that occurred
9 in American in September 11, 2001. The facts in that case do not relate to the facts of the case at
10 bar.

11 124. CAIR-SFBA denies the allegations in paragraph 124 of the Complaint.

12 125. CAIR-SFBA denies the allegations in paragraph 125 of the Complaint.

13 126. CAIR-SFBA denies the allegations in paragraph 126 of the Complaint.

14 127. CAIR-SFBA denies the allegations in paragraph 127 of the Complaint.

15 128. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
16 truth of allegations contained in paragraph 128 of the Complaint, and on that basis denies such
17 allegations, except they deny the last sentence of paragraph 128.

18 129. CAIR-SFBA denies the allegations in paragraph 129 of the Complaint.

19 130. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
20 truth of the allegations contained in the first sentence of paragraph 130 of the Complaint, and on
21 that basis denies such allegations. They deny the remaining allegations contained in paragraph
22 130 of the Complaint.

23 131. CAIR-SFBA denies the allegations in paragraph 131 of the Complaint.

24 132. CAIR-SFBA denies the allegations in paragraph 132 of the Complaint.

25 133. CAIR-SFBA denies the allegations in paragraph 133 of the Complaint.

26 134. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
27 truth of the allegations contained in paragraph 134 of the Complaint, and on that basis denies such
28 allegations.

1 135. CAIR-SFBA denies the allegations in paragraph 135 of the Complaint.

2 136. CAIR-SFBA denies the allegations in paragraph 136 of the Complaint.

3 137. CAIR-SFBA denies the allegations in paragraph 137 of the Complaint.

4 138. CAIR-SFBA denies the allegations in paragraph 138 of the Complaint.

5 139. CAIR-SFBA denies the allegations in paragraph 139 of the Complaint.

6 140. CAIR-SFBA denies the allegations in paragraph 140 of the Complaint.

7 141. CAIR-SFBA denies the allegations in paragraph 141 of the Complaint.

8 142. CAIR-SFBA denies the allegations in paragraph 142 of the Complaint.

9 143. CAIR-SFBA denies the allegations in paragraph 143 of the Complaint.

10 144. CAIR-SFBA denies the allegations in the first sentence of paragraph 144 of the

11 Complaint. They lack knowledge or information sufficient to form a belief as to the truth of the
12 allegations contained in the second sentence of paragraph 144 of the Complaint, and on that basis
13 denies such allegations. They deny the remaining allegations in paragraph 144.

14 145. Paragraph 145 is unintelligible and on that basis, CAIR-SFBA denies the
15 allegations in paragraph 145 of the Complaint.

16 146. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
17 truth of the allegations contained in paragraph 146 of the Complaint, and on that basis denies such
18 allegations.

19 147. CAIR-SFBA denies that they have a founder by the name of Omar Ihmad and
20 denies that they were “founded” by donations from any of the three named groups. They lack
21 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
22 paragraph 147 of the Complaint, and on that basis denies such allegations.

23 ADDITIONAL INDIVIDUALS/ENTITIES INVOLVED WITH CAIR, CRIME & TERROR

24 148. CAIR-SFBA denies the allegations in paragraph 148 of the Complaint.

25 149. CAIR-SFBA admits the allegations contained in the first sentence of paragraph
26 149. They lack knowledge or information sufficient to form a belief as to the truth of the
27 allegations contained in the second sentence of paragraph 149 of the Complaint, and on that basis
28 denies such allegations. They deny the last sentence of paragraph 149.

1 150. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
2 truth of the allegations contained in paragraph 150 of the Complaint, and on that basis denies such
3 allegations.

4 151. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
5 truth of the allegations contained in the paragraph 151 of the Complaint, and on that basis denies
6 such allegations.

7 152. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
8 truth of the remaining allegations contained in paragraph 152 of the Complaint, and on that basis
9 denies such allegations.

10 152. (sic). CAIR-SFBA denies that CAIR had an individual employed by them by the
11 name of either Bassam Khafasi or “Kahfagi.” They lack knowledge or information sufficient to
12 form a belief as to the truth of the remaining allegations contained in the paragraph that is also
13 labeled as 152 of the Complaint and on that basis deny such allegations.

14 153. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
15 truth of the allegations contained in paragraph 153 of the Complaint, and on that basis deny such
16 allegations.

17 154. CAIR-SFBA denies the allegations contained in the first sentence of paragraph 154
18 of the Complaint. They lack knowledge or information sufficient to form a belief as to the truth of
19 the remaining allegations contained in paragraph 154 of the Complaint, and on that basis denies
20 such allegations.

21 154. (sic). CAIR-SFBA lacks knowledge or information sufficient to form a belief as to
22 the truth of the allegations contained in the first sentence of what is also labeled as paragraph 154
23 of the Complaint, and on that basis denies such allegations. They admit that Mohammad Nimer is
24 the director of CAIR-National’s Research Center. CAIR-SFBA lacks knowledge or information
25 sufficient to form a belief as to the truth of the last two sentences of paragraph 154 of the
26 Complaint, and on that basis denies such allegations.

27 155. CAIR-SFBA denies the allegations contained in the first sentence of paragraph 155
28 of the Complaint. They lack knowledge or information sufficient to form a belief as to the truth of

1 the remaining allegations contained in paragraph 155 of the Complaint, and on that basis denies
2 such allegations.

3 CAIR & ITS 9/11 FUNDS APPEAL

4 156. CAIR-SFBA admits that CAIR-National performed the allegations contained in
5 paragraph 156 of the Complaint. At the time of the allegations, the organizations listed were all
6 legal, legitimate entities. CAIR-National also had links on the 9/11 webpage to non-Islamic relief
7 organizations such as the American Red Cross. Readers on the website could have chosen any one
8 of these organizations for donations.

9 CAIR SUPPORTING VIOLENT EXTREMISTS

10 157. CAIR-SFBA admits that CAIR-National performed the allegations contained in
11 paragraph 157 of the Complaint. Sami al-Arian has since been found not guilty by a jury of all the
12 allegations contained in paragraph 157 of the Complaint.

13 158. CAIR-SFBA admits that CAIR-National performed the allegations contained in
14 paragraph 158 of the Complaint. A jury has since not been able to return one finding of guilt
15 against Sami al-Arian for any of the allegations contained in paragraph 158 of the Complaint.

16 159. CAIR-SFBA denies that Fawaz Damra was convicted of the charge stated in
17 paragraph 159 of the Complaint. They admit that CAIR-Ohio and CAIR-National performed the
18 allegations contained in paragraph 159 of the complaint as CAIR believes that all people are
19 entitled to due process free from religious or ethnic stereotyping, but CAIR does not support
20 criminal activity.

21 160. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
22 truth of the allegations contained in paragraph 160 of the Complaint, and on that basis denies such
23 allegations.

24 161. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
25 truth of the allegations contained in paragraph 161 of the Complaint, and on that basis denies such
26 allegations.

27 162. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
28 truth of the allegations contained in the first two sentences of paragraph 162 of the Complaint, and

1 on that basis denies such allegations. CAIR-SFBA denies the allegations that CAIR sponsored a
2 rally at Brooklyn College where Mr. Ghoneim appeared. CAIR-SFBA admits that CAIR-LA's
3 director Hussam Ayloush defended Ghoneim from a civil rights perspective with the statement
4 quoted in paragraph 162 of the Complaint as CAIR has not seen any verified evidence of Mr.
5 Ghoneim supporting radical Islam or suicide bombings.

6 163. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
7 truth of the allegations contained in the first sentences of paragraph 163 of the Complaint, and on
8 that basis denies such allegations.

9 164. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the
10 truth of the allegations contained in the first sentences of paragraph 164 of the Complaint, and on
11 that basis denies such allegations. They deny the allegations contained in the last sentence of
12 paragraph 164 of the Complaint.

13 165. CAIR-SFBA denies the allegations contained in paragraph 165 of the Complaint.

14 166. CAIR-SFBA denies the allegations contained in paragraph 166 of the Complaint.

15 167. CAIR-SFBA denies the allegations contained in paragraph 167 of the Complaint.

16 168. CAIR-SFBA denies the allegations contained in paragraph 168 of the Complaint.

17 CAIR is a national civil rights organization that expends a large amount of effort and capital to
18 fight civil rights abuses in the United States of America.

19 169. CAIR-SFBA denies the allegations contained in paragraph 169 of the Complaint.

20 DAMAGES

21 CAIR-SFBA denies that Plaintiff is entitled to any relief from them, including the relief
22 requested. CAIR-SFBA further denies that they have infringed any copyright that Plaintiff may
23 hold and deny that they violated the RICO statute. CAIR-SFBA lacks knowledge or information
24 sufficient to form a belief as to the truth of the remaining demands and on that basis denies that
25 Plaintiff is entitled any such relief.

26 AFFIRMATIVE AND OTHER DEFENSES

- 27 1. Plaintiff has failed to state a claim upon which relief can be granted.
- 28 2. Plaintiff's claims are barred by the equitable doctrine of waiver.

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3. Plaintiff's claims are barred by the equitable doctrine of estoppel.

4. Plaintiff failed to mitigate his damages, if any, and as a consequence thereof, Plaintiff is not entitled to recover the amount of damages alleged, or any other damages.

5. Plaintiff's damages, if any, were caused in whole or in part by the conduct of third parties, for which CAIR-SFBA bears no responsibility.

6. Plaintiff does not hold the copyright in the materials that Plaintiff alleges CAIR-SFBA infringed.

7. CAIR-SFBA reserves the right to add additional defenses as investigation and discovery continue.

WHEREFORE CAIR-SFBA prays for the following relief:

- 1. Dismissing Plaintiff's Complaint with prejudice;
- 2. For recovery of its attorney's fees;
- 3. For cost of suit incurred herein; and
- 4. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

CAIR-SFBA demands a trial by jury on all issues so triable.

DATED this 30th day of January 2008.

Respectfully submitted,
 DAVIS WRIGHT TREMAINE LLP
 ELECTRONIC FRONTIER FOUNDATION
 By: /s/ Thomas R. Burke
 THOMAS R. BURKE
 Attorneys for Defendant Council on
 American-Islamic Relations of Santa
 Clara, Inc.